

PROPERTY INFORMATION PACKET | THE DETAILS



405 S. Brown Dr. | Andover, KS 67002

AUCTION: BIDDING OPENS: Tues, July 6th @ 2:00 PM

BIDDING CLOSES: Thurs, July 22nd @ 2:15 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.867.3600 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION L.L.C.
REAL ESTATE SPECIALISTS



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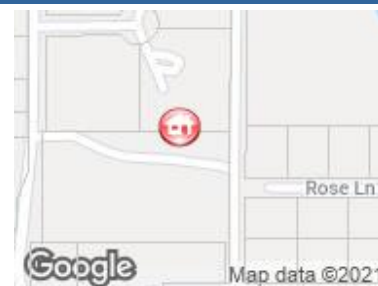
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FLOOD ZONE MAP
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 598518
Status Active
Contingency Reason
Area B53 - SE Andover
Address 405 S BROWN DR
City Andover
Zip 67002
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 3
Total Bedrooms 3.00
AG Full Baths 2
AG Half Baths 0
Total Baths 2
Garage Size 0
Basement None
Levels One Story
Approximate Age 21 - 35 Years
Acreage 1.01 - 5 Acres

Approx. AGLA 1792
AGLA Source Court House
Approx. BFA 0.00
BFA Source Court House
Approx. TFLA 1,792
Lot Size/SqFt 209088
Number of Acres 4.80

GENERAL

List Agent - Agent Name and Phone RICK W BROCK - HOME: 316-683-0612
List Office - Office Name and Phone McCurdy Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone
Co-List Office - Office Name and Phone
Showing Phone 1-800-301-2055
Year Built 1920
Parcel ID 20015-008-304-20-0-40-01-020.00-0
School District Andover School District (USD 385)
Elementary School Prairie Creek
Middle School Andover Central
High School Andover Central
Subdivision NONE LISTED ON TAX RECORD
Legal S20, T27, R03E, ACRES 4.8, BEG NW/4 SW4 SE4 SE4 E617 S496 W22.86 N135 W595 N361.46 TO POB (SCALED)
List Date 6/7/2021
Display Address Yes
Sub-Agent Comm 0
Buyer-Broker Comm 3
Transact Broker Comm 3
Variable Comm Non-Variable
Days On Market 24
Input Date 7/1/2021 9:48 AM
Update Date 7/1/2021
Status Date 7/1/2021
Price Date 7/1/2021

Master Bedroom Level Main
Master Bedroom Dimensions 13.1 x 18.1
Master Bedroom Flooring Carpet
Living Room Level Main
Living Room Dimensions 25 x 13.1
Living Room Flooring Wood Laminate
Kitchen Level Main
Kitchen Dimensions 13.1 x 14.8
Kitchen Flooring Wood Laminate
Room 4 Type Bedroom
Room 4 Level Main
Room 4 Dimensions 18.2 x 13.1
Room 4 Flooring Carpet
Room 5 Type Bedroom
Room 5 Level Main
Room 5 Dimensions 14.1 x 13
Room 5 Flooring Carpet
Room 6 Type Dining Room
Room 6 Level Main
Room 6 Dimensions 8.8 x 8.10
Room 6 Flooring Wood Laminate
Room 7 Type
Room 7 Level
Room 7 Dimensions
Room 7 Flooring
Room 8 Type
Room 8 Level
Room 8 Dimensions
Room 8 Flooring
Room 9 Type
Room 9 Level
Room 9 Dimensions
Room 9 Flooring
Room 10 Type
Room 10 Level
Room 10 Dimensions
Room 10 Flooring
Room 11 Type
Room 11 Level
Room 11 Dimensions
Room 11 Flooring

Room 12 Type
Room 12 Level
Room 12 Dimensions
Room 12 Flooring

DIRECTIONS

Directions (Andover) Kellogg & Andover Rd - East to S. Brown, North to Home.

FEATURES

ARCHITECTURE

Mobile/Mfd-Perm Found.

EXTERIOR CONSTRUCTION

Vinyl/Metal Siding

ROOF

Composition

LOT DESCRIPTION

Standard

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Patio

Fence-Chain

Guttering

Security Light

Storage Building(s)

Storm Door(s)

Storm Shelter

Storm Windows/Ins Glass

GARAGE

None

FLOOD INSURANCE

Unknown

UTILITIES

Sewer

Natural Gas

Public Water

BASEMENT / FOUNDATION

None

BASEMENT FINISH

None

COOLING

Central

Electric

HEATING

Forced Air

Gas

DINING AREA

Formal

KITCHEN FEATURES

Eating Bar

Range Hood

Electric Hookup

Laminate Counters

APPLIANCES

Dishwasher

Range/Oven

MASTER BEDROOM

Master Bdrm on Main Level

Split Bedroom Plan

Sep. Tub/Shower/Mstr Bdrm

LAUNDRY

Main Floor

Separate Room

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)

Closet-Walk-In

Vaulted Ceiling

Window Coverings-Part

Wood Laminate

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Corporate non-REO

PROPERTY CONDITION REPORT

No

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

Other-See Private Remarks

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

FINANCIAL

Assumable Y/N	No
Currently Rented Y/N	No
Rental Amount	
General Property Taxes	\$2,266.58
General Tax Year	2020
Yearly Specials	\$0.00
Total Specials	\$0.00

HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Home Warranty Purchased	Unknown
Earnest \$ Deposited With	Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Rick Brock with McCurdy Auction, LLC. Office: 316-867-3600 Email: rbrock@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, July 6th, 2021 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, July 22nd, 2021 at 2:15 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES NO MINIMUM, NO RESERVE!!! LOCATION LOCATION LOCATION!!! What a rare opportunity to purchase a property on 4.8 +/- acres in Andover, Kansas! This property has a small frontage on Kellogg adjacent to Brown Drive. The property spans from Brown Drive all the way to McCandless Road. With the Andover Comprehensive-Plan, this property will have the potential to have Kellogg access road frontage. Whether you are looking for a homesite or possible development, this property presents a tremendous buying opportunity. The parcel features a 3 bedroom, 2 bathroom updated home, a 30 x 24 studio /outbuilding, and a 48 x 25 utility building. Home Deck Neutral colors and white trim throughout Large kitchen with white cabinetry, sleek laminate flooring, eating bar, dishwasher, and oven Formal dining room with a wall of windows overlooking the land Primary bedroom with French doors leading to the ensuite with separate tub and shower. Large walk-in closet 2 additional spacious bedrooms Full bathroom with tub/shower combination Separate laundry room w/built-in cabinets Studio/Outbuilding 30 x 24 outbuilding that could be finished out to a studio apartment Storage shed outside of building Additional Features 48 x 25 utility building/garage Huge mature trees Storm shelter Across the street from the Andover YMCA Close to all the Andover amenities Short drive to Augusta and Wichita Connected to city sewer Current drinking well, but city water available at Brown and Kellogg Prime development location, selling regardless of price to the highest bidder!!! *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$10,000.

AUCTION

Type of Auction Sale	Absolute	Method of Auction	Online Only
Auction Location	www.mccurdyauction.com	Auction Offering	Real Estate Only
Auction Date	7/6/2021	Auction Start Time	2:00 PM
Broker Registration Req	Yes	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	10,000.00	1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End Time			

TERMS OF SALE

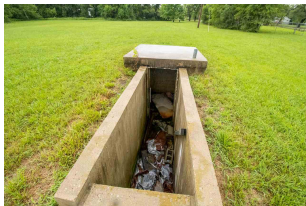
Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2021 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



INVESTMENT PROPERTY DETAILS

Property Address: 405 S. Brown Dr - Andover, KS 67002 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

Occupancy: ☐ Tenant-Occupied ☐ Owner-Occupied ☒ Vacant

Lease information (if applicable):

Written Lease: ☐ Yes ☐ No

Rent Amount: _____

Deposit Amount: _____

Term of Lease: ☐ Month-to-Month ☐ Fixed Expiration Date (Please provide date): _____

Tenant current on rent: ☐ Yes ☐ No

Utilities: Utility Provider/Company Utility On or Off

Electric: _____ ☒ On ☐ Off

Water & Sewer: _____ ☒ On ☐ Off

Gas/Propane: _____ ☒ On ☐ Off

Propane tank information (if applicable): ☐ Owned ☐ Leased

If leased, please provide company name and monthly lease amount:

Other: _____ ☐ On ☐ Off

Have any utility meters been removed? ☐ Yes ☒ No ☐ Unknown

If yes, please provide details:

Separate Meters: ☐ Yes ☐ No ☒ Not applicable

If yes, please provide details (e.g. separate electric meters, one gas meter):

Code Violations: ☐ Yes ☐ No ☒ Unknown

If yes, please provide details:

Homeowners Association:

Dues Amount: _____

☐ Yearly ☐ Monthly ☐ Quarterly

Initiation Fee: _____

Appliances Transferring with the Real Estate:

Refrigerator	☐ Yes	☒ No	☐ None
Dishwasher	☒ Yes	☐ No	☐ None
Stove/Oven	☒ Yes	☐ No	☐ None
Microwave	☐ Yes	☒ No	☐ None
Washer	☐ Yes	☒ No	☐ None
Dryer	☐ Yes	☒ No	☐ None
_____	☐ Yes	☐ No	☐ None

Are there any permanently attached items that will not transfer with the Real Estate (e.g. theatre projector, chandelier, etc.) (if none, write "none")?

None

Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

None

(Remainder of this page intentionally left blank)

By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

SELLER:

Authentisign Philip Kubish, Manager 6/4/2021 8:33:11 PM CDT		06/04/2021
Signature		Date
Philip Kubish		
Print		
Manager	Tradesmen LLC	
Title	Company	

Authentisign Nathaniel Kubish 6/4/2021 2:22:52 PM CDT		06/04/2021
Signature		Date
Nathaniel Kubish		
Print		
Manager	Tradesmen LLC	
Title	Company	

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to review the above-provided information and to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer has either reviewed the above-provided information and performed all desired inspections or accepts the risk of not having done so.

BUYER:

Signature	Date

Signature	Date

Property Address: 405 S. Brown Dr - Andover, KS 67002

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) ☐ Purchaser has received copies of all information listed above.

(d) ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	<u>Philip Kubish, Manager</u>	06/04/2021	Seller	
Purchaser	<u>[Signature]</u>	06/04/2021	Purchaser	
Agent	<u>[Signature]</u>	06-4-2021	Agent	



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 405 S. Brown Dr - Andover, KS 67002

DOES THE PROPERTY HAVE A WELL? YES ☐ NO ☒

If yes, what type? Irrigation _____ Drinking ☒ Other _____

Location of Well: _____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO ☒

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Authentisign
Philip Kubish, Manager
6/4/2021 8:33:37 PM CDT
Owner
Nathaniel K...
6/4/2021 2:22:56 PM CDT

06/04/2021
Date
06/04/2021
Date



Security 1st Title

File #:

Property Address:

405 S. Brown Dr

Andover, KS 67002

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

****SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED****

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

*****Closing funds in the form of ACH Electronic Transfers will NOT be accepted*****

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.**
- **DO NOT FORWARD wire instructions to any other parties.**
- **ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.**
- **DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.**
- **DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.**

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer _____

Seller _____

Authentisign

Philip Kubish, Manager

6/4/2021 8:33:44 PM CDT

Authentisign

6/4/2021 2:22:57 PM CDT

For more information on wire-fraud scams or to report an incident, please refer to the following links:

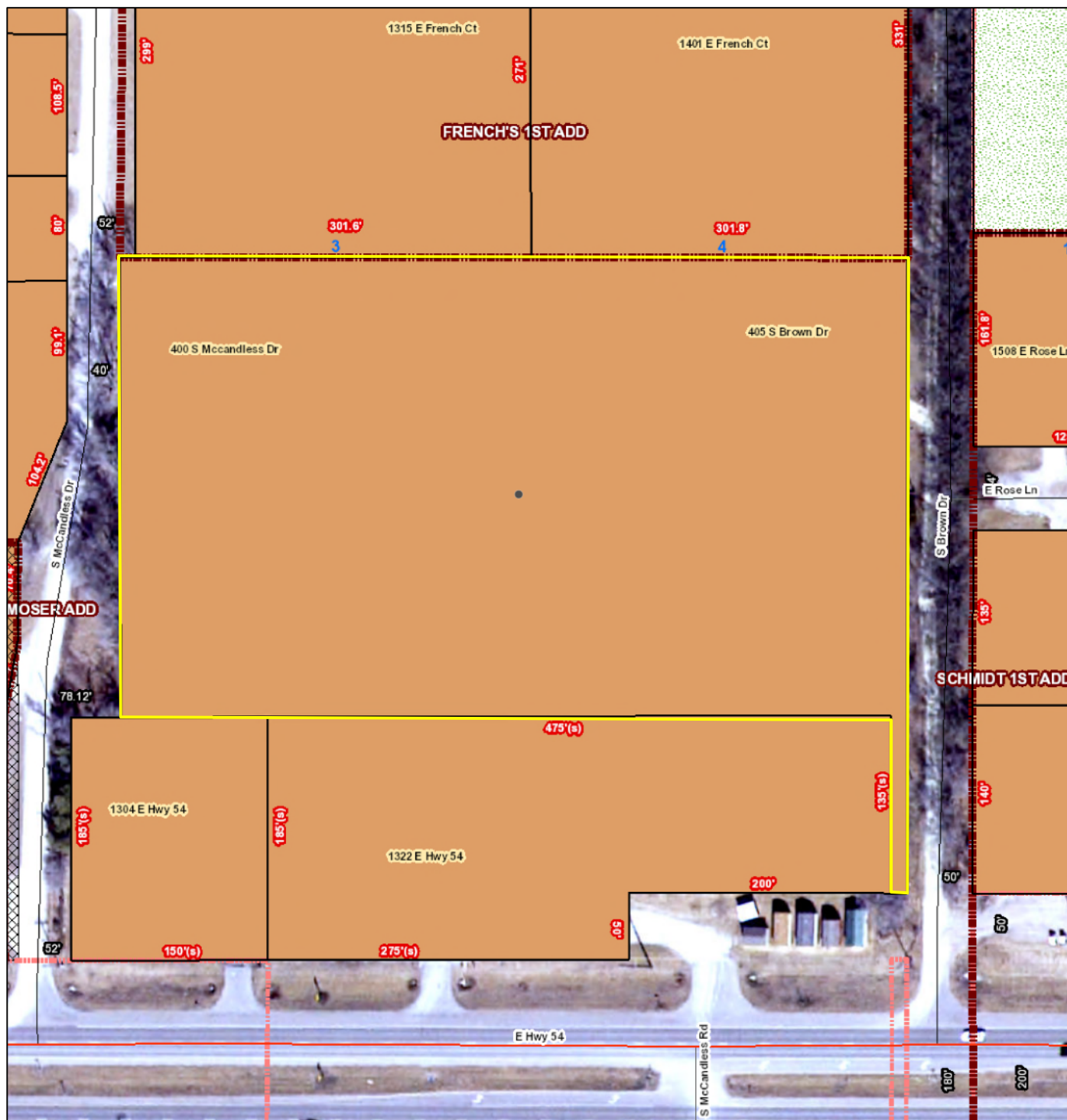
Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

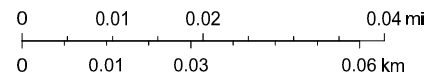
405 S. Brown Dr., Adnover, KS 67002 - Zoning URB Urban District



6/3/2021, 10:56:46 AM

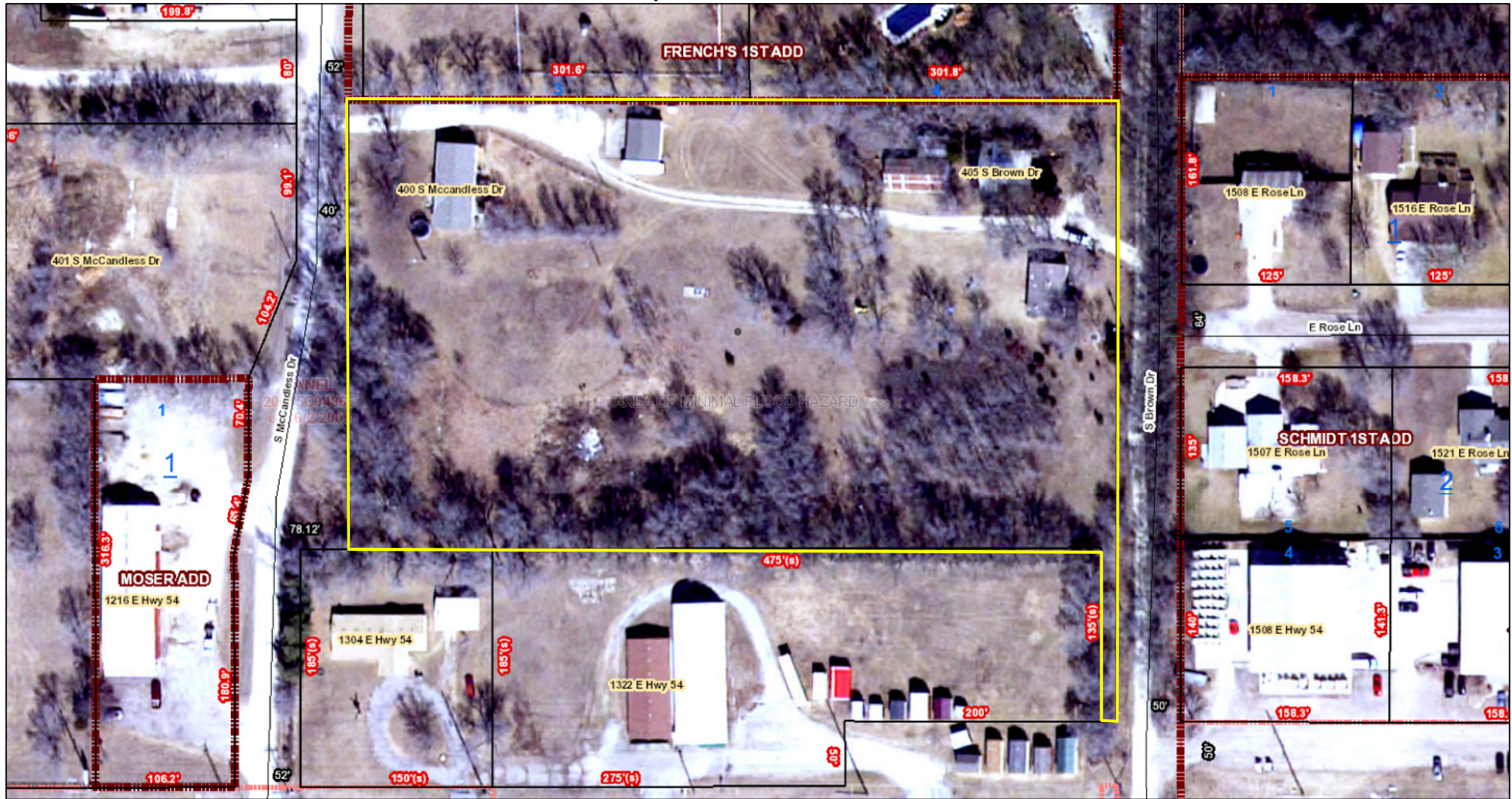
	County Boundary		Lot_Lines		RE-Residential Estate District
	Property		Contiguous Lot and Parcel Lines		RR-Rural Residential District
	BLDG_LL		Contiguous Parcel Lines		T-Town District
	AddressPoints		Lot and Parcel Lines		UJ-Urban Jurisdiction
	RoadCenterline		Lot Lines		URB-Urban District
	CITY		Parcel Lines		ParcelSplitZones
	COUNTY ASPHALT		Municipal Boundaries		AG-40 (Agricultural District - 40)
	COUNTY GRAVEL		Rural Zoning Districts		C (Commercial District)
	KANSAS TURNPIKE		Updates in Progress		I (Industrial District)
	PAPER		AG-40 Agricultural District - 40		PRD-B (Planned Residential District B)
	PRIVATE		AG-80 Agricultural District - 80		R (Residential District)
	STATE HWY		C-Commercial District		RE (Residential Estate District)
	TOWNSHIP		MH-Manufactured Home District		RR (Rural Residential District)
	US HWY		PRD-A-Planned Residential District A		URB (Urban District)
	Subdivision Plats		PRD-B-Planned Residential District B		CUP (Conditional Use Permit)
			R-Residential District		APO (Agricultural Preservation Overlay)

1:1,128



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, BuildingFootprintUSA, Esri, HERE,

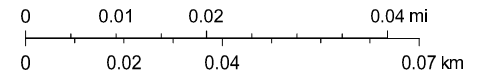
405 S. Brown Dr - Andover, KS 67002 | Flood Zone: Zone X Area of Minimal Flood Hazard



6/3/2021, 10:59:08 AM

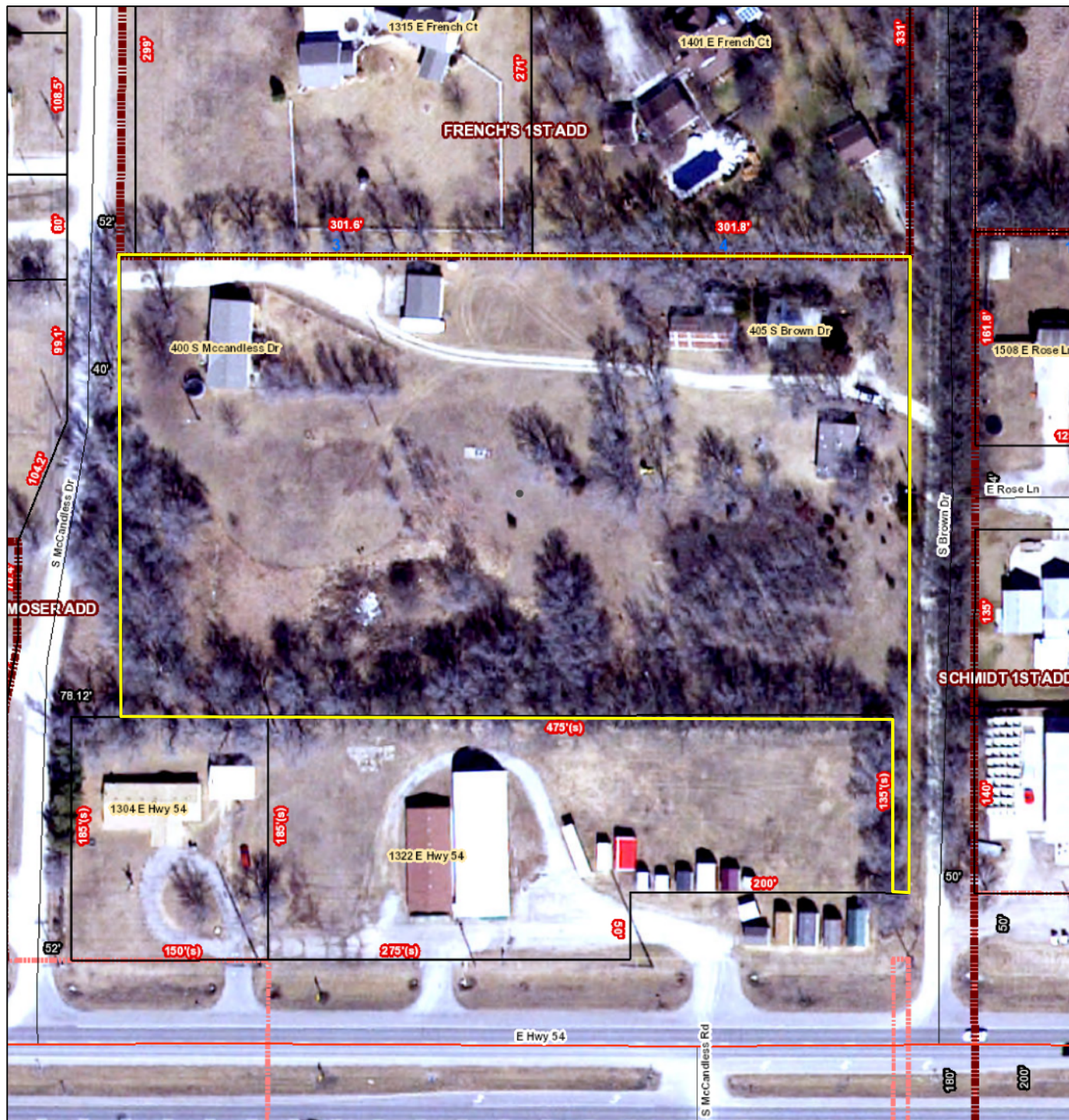
- | | | | | | |
|---|---|---|---|--|---|
|  County Boundary |  KANSAS TURNPIKE |  Lot_Lines |  Flood Hazard Zones |  Flood Hazard Boundaries |  Superseded |
|  Property |  PAPER |  Contiguous Lot and Parcel Lines |  1% Annual Chance Flood Hazard |  Other Boundaries |  Not incorporated |
|  BLDG_LL |  PRIVATE |  Contiguous Parcel Lines |  Regulatory Floodway |  Limit Lines |  No Revalidation Status |
|  AddressPoints |  STATE HWY |  Lot and Parcel Lines |  Special Floodway |  SFHA / Flood Zone Boundary |  Reevaluated |
|  RoadCenterline |  TOWNSHIP |  Lot Lines |  Area of Undetermined Flood Hazard |  Cross-Sections |  Contact Community for Revalidation Status |
|  CITY |  US HWY |  Parcel Lines |  0.2% Annual Chance Flood Hazard |  FIRM Panels |  Effective |
|  COUNTY ASPHALT |  Subdivision Plats |  Municipal Boundaries |  Future Conditions 1% Annual Chance Flood Hazard |  LOMAs |  Cemetery_Plats |
|  COUNTY GRAVEL | | |  Area with Reduced Risk Due to Levee |  Incorporated |  Subdivision Plats |

1:1,128



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, BuildingFootprintUSA, Esri, HERE,

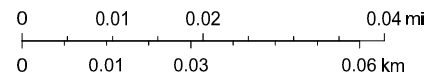
405 S. Brown Dr., Adnover, KS 67002 - Aerial



6/3/2021, 10:52:37 AM

1:1,128

	County Boundary		PRIVATE		Parcel Lines
	Property		STATE HWY		Municipal Boundaries
	BLDG_LL		TOWNSHIP		Cemetery_Plats
	AddressPoints		US HWY		Subdivision Plats
	RoadCenterline		Subdivision Plats		Aerials Spring 2018
	CITY		Lot_Lines		Red: Band_1
	COUNTY ASPHALT		Contiguous Lot and Parcel Lines		Green: Band_2
	COUNTY GRAVEL		Contiguous Parcel Lines		Blue: Band_3
	KANSAS TURNPIKE		Lot and Parcel Lines		
	PAPER		Lot Lines		



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, BuildingFootprintUSA, Esri, HERE,



TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
5. The Real Estate is not offered contingent upon financing.
6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder. Contracts will be written in the name used to create the online bidding account unless other arrangements are made with McCurdy prior to the auction.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.



8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
11. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
12. Bidder authorizes McCurdy to information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. McCurdy has the right to establish all bidding increments in a commercially reasonable manner.
17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.



21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.
23. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at info@mccurdyauction.com.
24. Bids submitted using the online bidding platform cannot be retracted. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
25. The ability to "pre-bid" or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.
26. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to extend the scheduled closing time of the auction.
27. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 6 of these Terms and Conditions by 12:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
28. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (*If Applicable*)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (*If Applicable*)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (*If Applicable*)
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (*If Applicable*)
- All New Loan Charges (*If Obtaining Financing*)
- Lender's Title Policy Premiums (*If Obtaining Financing*)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (*If Applicable*)

